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4 PURNIMA JHA,  
5 Plaintiff,  
6 v.  
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8 WELL'S FARGO BANK, N.A.,  
9 Defendant.

10 Case No. [14-cv-01691-VC](#)

11  
12 **REQUEST FOR FURTHER BRIEFING**

13 There is a colorable argument that the plaintiff has a valid claim for breach of the deed of  
14 trust. The deed incorporates "applicable law," which includes federal regulations. The plaintiff  
15 has argued that under applicable federal regulations the defendant was required to refrain from a  
16 foreclosure sale for 30 days while it considered a potential modification, and that the defendant  
17 proceeded with the sale before the applicable 30-day period expired. The defendant has  
18 responded, among other things, that the language of the deed incorporating applicable law should  
19 be interpreted to mean that the deed incorporates only law that existed at the time the parties  
entered into the contract, not law that was created afterwards.

20 The problem is that the plaintiff has not identified the alleged regulation that required the  
21 defendant to refrain from a foreclosure sale for 30 days, while the defendant has not identified  
22 authority for the proposition that contract language incorporating applicable law should be  
23 interpreted as limited to the law that existed at the time the parties entered into the contract.  
24 Accordingly, the parties are ordered to file supplemental briefs, not to exceed five pages,  
25 addressing these questions. The plaintiff's supplemental brief is due April 29, 2015. The  
26 defendant's response brief is due May 1, 2015. Also on May 1, 2015, the parties must file a joint  
27 statement of undisputed facts relating to the summary judgment motion on the breach of contract  
28 claim.

1           **IT IS SO ORDERED.**

2           Dated: April 24, 2015



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3           VINCE CHHABRIA  
4           United States District Judge